# Bengaluru Metropolitan Transport Corporation

Labour Section, Central Offices, Shanthinagar, Bengaluru.

## Terms & Conditions

Depot/Work Shop Canteen at **Depot/Work Shop-_____**
Tender Notification no:01/2024-25.

The Tender is for running of Employee's Canteen at **Depot/Work Shop-_____**located at _____. Following items are to be supplied to the employees at the canteen as per the specified weight & rates.

Rate Tariff

| Sl No | Items | Weight in gms/ml | Rate |
|---|---|---|---|
| 1 | Idli | 300gms | |
| 2 | Rice Sambar | 200gms | |
| 3 | Rice Bath | 200gms | |
| 4 | Chitranna | 200gms | |
| 5 | Karabath | 150gms | |
| 6 | Pongal | 200gms | |
| 7 | Curd Rice | 200gms | |
| 8 | Ragi mudde-1 | 200gms | |
| 9 | Chapati-1, Chatini & Sagu | 200gms | |
| 10 | Puri-2, Chatini & Sagu | 200gms | |
| 11 | Pakoda-2 | 150gms | |
| 12 | Mangalore Bajji-2 | 150gms | |
| 13 | Masalavada | Single | |
| 14 | Coffee | 120ml | |
| 15 | Tea | 120ml | |
| 16 | Milk | 120ml | |
| 17 | Plate Meals | | |
| 18 | Set Dosa | 200gms | |
| 19 | Masal Dosa | 200gms | |
| 20 | Onion Dosa | 200gms | |
| ***Total*** | | | |

**1. Tender/Negotiation Notification & Mode of Submission of Tenders**:

a. The Tender/Negotiation/Bids shall be submitted through e-procurement portal only. (http://kppp.karnataka.gov.in.)
b. Tenderers/bidders need to register with the e-procurement portal to submit their bids online. The tender document can be viewed free of cost from the e-procurement portal.
c. Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in e-portal.
d. One canteen for one bidder. Allotment of more than one canteen is strictly prohibited. In the event of any persons who is found to be allotted more than one canteen either in his name or in the name of his family members, the corporation reserves the right to cancel the offer.
e. Corrigendum, modification, corrections if any will be published in the website only (e-portal).
f. Deadline for submission of tender Bids may be extended to give the prospective licensees reasonable time to take into consideration of the addendum.
g. Bids shall remain valid for a period of 90 days after the deadline date for tender submission. The Tenderer shall not withdraws or revise the Tender during this period. In case any tenderer reviews or withdraw his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited in addition to other remedies open to the Corporation in respect of the loss which may be caused due to such withdrawal of alteration.

**2. Period of License:**

a. The period of License is **02(Two) years** from the date of signing of agreement & extendable by **01 (one)** year based on satisfactory performance of licensee.

**3. Mode of Selection:**

a. The bidder quoting Lowest rates for supply of all the food stuffs together for the quantity fixed by the BMTC shall be considered for selection. The bidder shall quote for all the food stuffs without fail. If the bidder fails to quote for all the food stuffs (20 items) as mentioned, then the bid will be rejected.

b. The bidder should attach all the scanned certificates pertaining to eligibility criteria, qualification information documents in the E-Portal only. No physical documents shall be considered. (Scanned copies should be visible and should have clarity). No documents shall be accepted in person manually and the bidder shall confirm for uploading of all the documents.

c. The Successful bidder shall produce all the original documents/certificates uploaded in e-portal at the time of tender opening/evaluation of tender and any documents other than uploaded in e-portal will not be accepted/considered.

d. **The bidder shall upload the scanned copies of the following documents:-**
   i. ID Proof with Photo.
   ii. Proof of Address.
   iii. Rate Chart of food stuffs. (first page of the terms & conditions rate tariff should be download & fill up the each & every item rates without fail. Incomplete/if one item rate will be not mentioned, that bid will be rejected).

e. The non-compliance of the conditions of at 3 d by the bidder will entitle the corporation to reject the tender.

f. The Successful bidder shall be issued with allotment letter as per the existing norms of the Corporation. The selected bidder has to execute the license agreement as per the Karnataka Stamp Act on payment of stamp duty at their own cost.

g. BMTC reserves the right to accept or reject any offer without assigning any reasons thereof. Conditional tenders will be rejected summarily.

h. The successful bidder shall submit the original copies of the documents as detailed in Para 3(d) for verification before entering into an agreement.

**4. EMD/Security Deposit :**

a. EMD/tender processing fee shall be paid in the E-Procurement portal through Credit Card, Direct Debit, NEFT or over the counter (OTC) / RTGS only.

b. The EMD of **Rs.50,000/-** is to be paid through e-procurement mode only. The EMD do not carry any interest. The Earnest Money deposit furnished by the bidder will be forfeited in the event of the bidder withdrawing the tender at any time before acceptance. The EMD of the successful tenderer will be refunded only after completion of the contract period.

c. The EMD of the successful licensee will be adjusted towards security deposit & enter into agreement within 7 days from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the agency and the licensee/agency will not be permitted to participate in any of the tenders of BMTC for a period of three (3) years from the date of such black listing.

d. Earnest Money deposit of the bidders will stand forfeited by black listing the bidder for a period of 3 years in case:

   i. Withdraws the tender/bids after opening of the tender or during the validity period of the tender.
   ii. Makes false representations with regard to the eligibility criteria.
   iii. Fails to keep up to commitments made in the bid.
   iv. Submits more than 1 bid in the same name.
   v. Fails to furnish the required security deposit within the specified time limit.
   vi. Withdraws or amends tender/bids or derogates the tender in any aspects in such case, the Earnest Money Deposit will be forfeited.

e. The previous earnest money submitted in connection with any other tender will
not be adjusted towards the present tender.

f. The Security Deposit will be refunded after the expiry of the contract period after duly adjusting the dues that are payable to BMTC.

g. The employees' canteen should be set up in the tendered premises within 7 days from the day of signing the agreement.

h. No interest will be paid on EMD/Security Deposit or any other deposits.

**5. Electricity Charges:**

a. The licensee shall pay the charge of Electricity consumed as per the bill raised by the supplying authority and shall not allow any arrears to accrue.

b. If electricity is supplied by BMTC, the licensee shall pay the charge of electricity consumed as per the bill raised by the jurisdictional Depot Manager/ Bus stand in-charges on completion of the month.

c. Delay and part payment shall lead to simple penal interest at 18% per annum.

**6. Termination/Cancellation/Forfeiture of EMD/Security Deposit:**

a. The BMTC shall have the right to rescind the contract/license at the cost and risk of the licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited.

b. In the event of termination of license due to the successful licensee failing to complete the stipulated license period, any losses incurred by the BMTC for the balance period of the contract/ agreement period, shall be borne by the successful licensee and in case licensee fails to pay the loss incurred by the BMTC, legal proceedings shall be initiated to recover such losses incurred.

c. If the contract is terminated for the reasons what so ever, such licensee is not entitled to participate in any of the tenders of BMTC for the period of 3 years from the date of termination.

d. If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited. The Licensor reserves the right to terminate the agreement by giving one month's notice.

e. The licensee may get the agreement terminated prematurely by issuing 3 month's advance notice to BMTC after completion of one year license or by paying 3 month's license fee equivalent to 3 months notice period for termination.

f. In the event of continuous breach the licensee even after two notices, the Corporation can terminate the license with immediate effect.

g. The delegated authorities of acceptance of bid are the only authorities who can terminate the license in both the cases.

**7. Prohibition Clause for Black Listed /Default Licensees / Disqualification:**

a. The licensees who have been black listed or terminated or a defaulter in any departments of State Governments or Government of India or in any public sector undertakings or in any corporate for any reason what so ever are not eligible for participating in the tender.

b. The licensee shall furnish a self declared certificate for not having been black listed or terminated or being a defaulter in any departments of State Governments or Government of India, public sector undertakings or in any corporate for any reason what so ever and this shall be uploaded in e-portal along with tenders.

**8.** The selected bidder is permitted to run Depot Canteen (**Refreshment room (VEG)**) (Except items which are illegal and prohibited by the corporation).

**9.** The licensee shall pay taxes and other fee payable to Government or Municipality/ Corporation or other local bodies in advance and shall produce a copy of the receipt if licensor demands.

**10.** The BMTC doesn't bind itself to accept the lowest offer and reserves the right to reject any or all offers without assigning any reason thereof. The BMTC reserves the right to re-notify or to select any party without notification.

**11.** The Licensee shall be liable to pay the cost of any damages caused by him or his servants to the premises.

**12.** Necessary infrastructure facilities including electrical connections and such other allied works shall be carried out by the licensee at this own cost with due approval of BMTC. BMTC will have absolute ownership and right on the licensed premises and the licensee shall have no right whatsoever on the structured after expiry /termination of the license period.

**13.** The licensee shall employ his own staff at his own cost and shall pay wages as per Labour Act. The staff employed shall wear uniform. **Engaging of Child labour is strictly prohibited.**

**14.** The successful bidder shall not display or exhibit any advertisement or placard/ pictures/ posters/ statues or other articles which are repugnant to the moral or are of indecent, immoral or other improper charter in any part of the interior walls of the canteen. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be subject matter of dispute.

**15.** It shall be the responsibility of the licensee to provide residential address and contact details if there is any change.

**16.** The licensee shall not close the business within one year from the date of commencement of business. In case the licensee proposes to close down the business within one year, the security deposit held in the corporation shall be forfeited.

**17.** In the event if licensee resorts to terminate the contract and close down the business after one year of license period prior to the expiry of the term of license, he may do so by giving three months notice in advance**.**

**18.** The successful bidder shall engage sufficient number of employees to cater to the needs of employees of BMTC.

**19.** The successful bidder shall bear all out of pocket expenditure including those towards consumption of Electricity and Gas as per actual.

**20.** The successful bidder shall on his own obtaining trade license or permission if necessary from the authorities concerned.

**21.** The successful bidder shall maintain a fire extinguisher and obtain fire insurance.

**22.** The successful bidder shall display MENU BOARD in a prominent place in bold letters and specifying the quantity and the rates agreed for supply of food stuffs.

**23.** The successful bidder shall provide clean drinking water.

**24.** The successful bidder shall provide food stuffs of good and hygienic quality. The food stuffs should be as per the rates fixed by the Licensor. In the event of collection of over and above the rates fixed for food stuffs, the licensor reserves the right to terminate the contract besides forfeiting the Security Deposit.

**25.** The successful bidder shall provide food stuffs timely.

**26.** The successful bidder shall maintain the premises in clean and tidy condition.

**27.** The successful bidder shall maintain silence so as not to disturb the office atmosphere.

**28.** The canteen shall be subject to periodically inspections by the Licensor and Officers of the BMTC.

**29.** The successful bidder shall run the canteen from 05.30 hrs to 20.00 hrs

**30.** The successful bidder shall not display any visuals that are detrimental to the image of the Corporation or in violation of any law/ rules in force and those related to the competitors of the Licensor (i.e., BMTC)

**31.** BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the licensee.

**32.** The licensor shall not be responsible for any accident, injury etc caused to any worker appointed by the second party for the purpose of this license during the course of discharging their duty under the employment of the licensee.

**33.** The successful bidder is required to provide the PF and ESI facilities to his workers as prescribed under the Relevant Statutory Acts.

**34.** The licensor shall not be responsible for any accident, injury etc., caused to any worker appointed by the licensee for the purpose of this contract during the course of discharging their duty under the employment of the licensee.

**35.** In the event of the death of the licensee or the licensee becoming insolvent or dissolved if it is a partnership firm prior to the expiry of the period fixed in the license, the license shall ceases automatically and the heir or the legal representative of the licensee shall not be entitled to continue except that he/they shall be permitted after discharging any liability under the license.

**36.** In case of the licensee proposing to terminate the contract prematurely, he may do so by giving 03 (three) months notice to the Corporation in advance.

**37.** The Licensor shall have the right to terminate the license immediately without assigning any reasons thereof.

**38.** The Licensor shall not be responsible for the safety of the furniture or any other materials or articles belonging to the licensee and shall not be liable for any damages to the property of licensee lying at any time in or around the said establishment, from any cause whatsoever.

**39.** In case, the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war so as to make it unfit for use by the licensee, the license shall stand determined automatically.

**40.** The licensee also agrees for the forfeiture of the Security Deposit in case of violations of any of the terms and conditions of this agreement of license.

**41.** a). In case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any Terms & conditions of agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute amicably and whose decision shall be final and conclusive.

b). If the dispute not resolved amiability the aggrieved parties are at liberty to approach the Commercial Court as per the provisions of the Commercial court Act, at jurisdiction Bengaluru only.

**42.** The license takeover the possession of the fixtures and fittings made in the canteen premises and after cessation of contract or the contract is terminated, the licensee shall have to hand over the same to the Corporation. In the event of any items damaged/ loss of fixtures, fittings, utensils and furniture's, the licensor reserves the right to recover the cost of the items out of the security deposit held in the corporation.

**Details of the Depot/Employee canteen at bus depots of BMTC**

| Sl.no | Depot | Place | EMD In Rs. | Status |
|---|---|---|---|---|
| **1.** | Depot-04 | Jayanagara | 50,000 | Vacated |
| 2. | Depot-11&30 | Yalahanka | 50,000 | Vacated |
| 3. | Depot-20 | Banashankari | 50,000 | Vacated |
| 4. | Depot-21 | Rajarajeshwari Nagara | 50,000 | Vacated |
| 5. | Depot-25 | HSR Layout | 50,000 | Vacated |
| 6. | Depot-31 | Sumanahalli | 50,000 | Vacated |
| 7. | Depot-34 | Kottanur Dinne | 50,000 | Vacated |
| 8. | Depot-35 | Kannalli | 50,000 | Vacated |
| 9. | Depot-38 | Chikkanagamangala | 50,000 | Vacated |
| 10. | Depot-40 | Dasanapura | 50,000 | Vacated |
| 11. | Depot-42 | Kodathi | 50,000 | Vacated |
| 12. | Depot-43 | Shivanapura | 50,000 | Vacated |

| | | | | |
|---|---|---|---|---|
| 13. | CWS-2 & Depot-24 | KR Puram | 50,000 | Vacated |
| 14. | CWS-3 | Challagatta | 50,000 | Vacated |
| 15. | CWS-4 | Dasanpura | 50,000 | Vacated |

**Sd/-**
**Chief Labour & Welfare officer**

**(Tender inviting Authority**